



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

KELLAM *v.* BELOTE.

March 21, 1918.

[95 S. E. 453.]

1. **Landlord and Tenant (§ 116 (5)\*)—Tenancy from Year to Year—Notice to Terminate.**—Where there was no unconditional notice to vacate given a tenant from year to year, but the notice merely proposed a different kind of rent, a renting for part of the crops, instead of a fixed money rent, to which proposition the tenant replied he would do what was right, there was not sufficient notice to terminate the tenancy.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 188.]

2. **Landlord and Tenant (§ 116 (7)\*)—Notice to Terminate Tenancy—Waiver.**—Where the landlord of a tenant from year to year gave notice to the tenant to stop drinking whisky and go ahead as he had been doing, the landlord waived the notice to vacate previously given.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 190.]

3. **Trial (§ 156 (3)\*)—Demurrer to Evidence—Admission.**—Demurrer to the evidence admits the truth of the testimony of a witness for the adverse party.

Error to Circuit Court, Accomac County.

Action by Lucius J. Kellam against William H. Belote. To review a judgment for defendant, plaintiff brings error. Affirmed.

*S. J. Turlington*, of Accomac, *Jeffries & Jeffries*, of Norfolk, and *Geo. L. Doughty, Jr.*, of Accomac, for plaintiff in error.

*Mapp & Mapp*, of Accomac, for defendant in error.

MORRISETTE *v.* COOK & BERNHEIMER CO. et al.

March 21, 1918.

[95 S. E. 449.]

1. **Fraudulent Conveyances (§ 278 (2)\*)—Husband and Wife—Presumptions.**—Conveyances by a husband to his wife while indebted are as a matter of public policy presumed fraudulent.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 581.]

2. **Fraudulent Conveyances (§ 278 (2)\*)—Husband and Wife—Proof.**—Where a husband who is indebted conveys his property to his wife, the wife must prove the good faith of the transaction by clear and satisfactory evidence.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 581.]

---

\*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.